



Michael D. Karno  
General Attorney  
Louisiana

AT&T Services, Inc.  
365 Canal Street, Suite 3060  
New Orleans, LA 70130

Telephone: (504) 528-2003  
Facsimile: (504) 528-2948  
michael.karno@att.com

February 24, 2014

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

RECEIVED

FEB 28 2014

PUBLIC SERVICE  
COMMISSION

Re: Commercial Amendments Placed on File at the Commission

Dear Mr. Derouen:

Attached to this cover letter is an electronic receipt notification of:

- (1) a Remote Call Forwarding Amendment between AT&T Kentucky and DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III and DeltaCom, LLC d/b/a EarthLink Business IV;
- (2) a Local Wholesale Complete Amendment to add Complex Services between AT&T Kentucky and DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III and DeltaCom, LLC d/b/a EarthLink Business IV;  
and
- (3) a Local Wholesale Complete Name Change, Notices Update Amendment between AT&T Kentucky and DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III and DeltaCom, LLC d/b/a EarthLink Business IV.

These documents were filed with the Commission on February 24, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, these filing are being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Very truly yours,

Michael D. Karno

MDK/tbd  
Enclosure

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE**

**AND**

**DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC  
D/B/A EARTHLINK BUSINESS III AND DELTACOM, LLC D/B/A  
EARTHLINK BUSINESS IV**



Signature: eSigned - John T. Dobbins

Signature: eSigned - William A. Bockelman

Name: eSigned - John T. Dobbins  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: SVP Network and Access Management  
(Print or Type)

Title: Director  
(Print or Type)

Date: 20 Feb 2014

Date: 21 Feb 2014

DeltaCom, LLC d/b/a EarthLink Business,  
DeltaCom, LLC d/b/a EarthLink Business III and  
DeltaCom, LLC d/b/a EarthLink Business IV

BellSouth Telecommunications, LLC d/b/a AT&T  
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T  
KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
and AT&T TENNESSEE by AT&T Services, Inc., its  
authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7727	7727	4615
FLORIDA	7727	4616	4616
GEORGIA	7727	4617	4617
KENTUCKY	7727	---	---
LOUISIANA	7727	7727	4618
MISSISSIPPI	7727	7727	4619
NORTH CAROLINA	7727	7727	4620
SOUTH CAROLINA	7727	7727	4621
TENNESSEE	7727	7727	4622

Description	ACNA Code(s)
ACNA(s)	DLT

**AMENDMENT TO  
LOCAL WHOLESALE COMPLETE AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE  
AND  
DELTACOM, LLC D/B/A EARTHLINK BUSINESS; DELTACOM, LLC D/B/A EARTHLINK BUSINESS III;  
AND DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV**

The Local Wholesale Complete Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV (f/k/a Deltacom, Inc.), is hereby amended as follows.

**WHEREAS**, AT&T and Deltacom, Inc. ("Deltacom, Inc.") are the parties to that certain "Local Wholesale Complete Agreement" approved as of January 9, 2012 (the "Agreement"); and

**WHEREAS**, Deltacom, Inc. has changed its name to "DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T and DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Deltacom, Inc." to "DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV".
2. AT&T shall reflect that name change from "Deltacom, Inc." to "DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV" only for the main billing account (header card) for each of the accounts previously billed to Deltacom, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Deltacom, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV shall operate with AT&T under the "DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV" name for those accounts. Such operation shall include, by way of example only, submitting orders under DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV, and labeling (including re-labeling) equipment and facilities with DeltaCom, LLC d/b/a EarthLink Business; DeltaCom, LLC d/b/a EarthLink Business III, and DeltaCom, LLC d/b/a EarthLink Business IV. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-22STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End

User records, Carrier must submit the appropriate service request(s) to AT&T-22STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

- 4. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:
  - 19.1 Subject to Section 19.1.2, Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
    - 19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
    - 19.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 19.3 below.
    - 19.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 19.3 below.
  - 19.2 Notices will be deemed given as of the earliest of:
    - 19.2.1 the date of actual receipt;
    - 19.2.2 the next Business Day when sent via express delivery service;
    - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
    - 19.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
  - 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John Ambrosi Director - Access Regulatory Management
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
EMAIL ADDRESS	John.Ambrosi@corp.earthlink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

**\*Informational only and not to be considered as an official notice vehicle under this Section.**

- 19.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to

change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 19.5 AT&T-9STATE communicates official information to CLECs via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
  6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  7. The Effective Date of this Amendment shall be fifteen (15) calendar Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").